

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
G M R Aerial Surveys, Inc.		07/24/2013	CORPORATION: KENTUCKY

**RECEIVING PARTY DATA**

<b>Name:</b>	CapitalSource Bank, as administrative agent
<b>Street Address:</b>	5404 Wisconsin Avenue, 2nd Floor
<b>City:</b>	Chevy Chase
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20815
<b>Entity Type:</b>	California industrial bank: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3519225	MJ HARDEN
Registration Number:	3429199	PHOTO SCIENCE GEOSPATIAL SOLUTIONS
Registration Number:	3491013	PHOTO SCIENCE GEOSPATIAL SOLUTIONS
Registration Number:	3491012	PHOTO SCIENCE
Registration Number:	3494504	PHOTO SCIENCE

**CORRESPONDENCE DATA**

Fax Number: 2149649501  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 214.964.9458  
 Email: tyson.wanjura@hklaw.com  
 Correspondent Name: Tyson Wanjura  
 Address Line 1: Holland & Knight LLP  
 Address Line 2: 300 Crescent Court, Suite 1100  
 Address Line 4: Dallas, TEXAS 75201

OP \$140.00 3519225

ATTORNEY DOCKET NUMBER:	028252.0108 / MADREWS
NAME OF SUBMITTER:	Tyson Wanjura
Signature:	/Tyson Wanjura/
Date:	07/24/2013

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of July 24, 2013 (this "**Agreement**"), made by **G M R AERIAL SURVEYS, INC.**, a Kentucky corporation ("**Grantor**"), in favor of **CAPITALSOURCE BANK**, as administrative agent (in that capacity, "**Agent**") for itself and the Lenders (as defined below).

### WITNESSETH:

**WHEREAS**, pursuant to the First Amended and Restated Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among Agent, the lenders party thereto from time to time (collectively, the "**Lenders**"), Grantor, Aero-Metric, Inc., a Wisconsin corporation, Aero-Metric Holdings Corp., an Indiana corporation, Geospatial Holdings Inc., a Delaware corporation, and the other Persons party thereto from time to time as Credit Parties (as amended, restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), (i) the Lenders have agreed to make certain loans to the Borrowers named therein and (ii) the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all Intellectual Property (as defined below), whether now existing or hereafter arising or acquired as security for the Obligations and other obligations or indebtedness from time to time under the Loan Documents; and

**WHEREAS**, Grantor is the owner of the entire right, title and interest in, to and under the Intellectual Property identified on Schedule I hereto.

**NOW, THEREFORE**, in consideration of the premises and to induce Agent and the Lenders to enter into the Loan Agreement and the other Loan Documents, Grantor hereby agrees with Agent as follows:

1. **Defined Terms.**

- (a) **Definitions.** Unless otherwise defined herein, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.
- (b) **Definitions of Certain Terms Used Herein.** As used herein, the following terms shall have the following meanings:

"**Copyrights**" shall mean all now existing or hereafter acquired right, title, and interest in and to: (i) copyrights, rights and interests in copyrights, works protectable by copyright, all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Copyright Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) all renewals of any of the foregoing.

“Copyright Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Copyright.

“Loan Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Intellectual Property” shall mean all: (i) Trademarks and Trademark Licenses and all common-law rights in and to all of the foregoing; (ii) Patents and Patent Licenses; (iii) Copyrights and Copyright Licenses; (iv) all non-public information and materials held by Grantor including customer lists; customer information, books, records, writings, computer tapes or disks, flow diagrams, specification sheets, computer software (but excluding in all cases any agreements for the licensing of immaterial commercially available off-the-shelf software), source codes, object codes, executable code, data, databases; (v) other protectable physical manifestations, embodiments or incorporations of any Trademark, Trademark License, Patent, Patent License, Copyright or Copyright License; and (vi) all other similar proprietary rights throughout the world in and to all the foregoing.

“IP Collateral” shall have the meaning assigned to such term in Section 2 hereof.

“Licenses” shall mean, collectively, the Trademark Licenses, the Patent Licenses, and the Copyright Licenses.

“Patents” shall mean all now existing or hereafter acquired right, title and interest in and to: (i) all patents, patent applications, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; and (ii) the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing.

“Patent Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to manufacture, use or sell any invention covered by a Patent.

“Trademarks” shall mean all now existing or hereafter acquired right, title, and interest in and to: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all applications (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, *provided, that*, upon such filing and acceptance, such intent-to-use applications shall be included in the definition of Trademarks), registrations and recordings relating to the foregoing as may at any time be

filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all research and development relating to the foregoing; (ii) all renewals thereof; (iii) the entire goodwill of the business connected with and symbolized by the foregoing or the use thereof; and (iv) all designs and general intangibles of a like nature.

“Trademark Licenses” shall mean all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark.

(c) **Other Definitional Provisions.**

- i. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.
- ii. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the payment and performance of the Obligations and all other obligations and indebtedness under the Loan Documents from time to time, Grantor hereby confirms and acknowledges that it has granted (and, to the extent not previously granted under the Loan Agreement, does hereby grant) to Agent, for the benefit of itself and the Lenders, a lien on and security interest in Grantor’s entire right, title and interest in, to and under all Intellectual Property and all proprietary rights relating to or arising from such Intellectual Property, in each case whether now owned or hereafter acquired, and including, without limitation, Grantor’s right, title and interest in and to all Intellectual Property and proprietary rights identified on Schedule I attached hereto and made a part hereof, and the right to sue for past, present and future infringements and dilutions, and all rights corresponding thereto throughout the world, and the entire goodwill of the business connected with and symbolized by such Intellectual Property and all income, fees, royalties, proceeds and other payments at any time due or payable with respect to any of the foregoing (referred to collectively as the “**IP Collateral**”). Notwithstanding anything in this Section 2, the IP Collateral shall not include any rights or interests in (a) any IP Collateral as to which Agent and Borrowers reasonably determine that the cost of obtaining a security interest in favor of Agent, for the ratable benefit of itself, each L/C Arranger and the Lenders, or perfection thereof are excessive in relation to the benefit to Agent, the L/C Arrangers and/or the Lenders, of the security to be afforded thereby, (b) IP Collateral outside of the United States of America as to which the grant of a security interest to Agent is impracticable after Borrowers and their Subsidiaries’ use of commercially reasonable efforts, provided that such assets shall constitute IP Collateral to the extent a lien can be obtained and perfected under laws of the United States of America or the State of New York, and (c) any lease, license, contract or agreement, if both (1) a grant of a security interest therein to Agent would violate or invalidate such lease, license, contract or agreement or create a right of termination in favor of, or require the consent of, any other party thereto (other than Grantor or Grantor’s wholly-owned Subsidiaries) and (2) such violation, invalidation or right of termination has not been or is not waived, the consent of the other party to such lease, license, contract or agreement has not been or is not otherwise obtained to the granting of a security interest or the

applicable prohibition or default cannot be waived in any event under applicable law; provided, however, that the exclusion of any property from the scope of the term “IP Collateral” effectuated by subsection (c) of this sentence shall not in any way (A) apply to the extent any term of such lease, license, contract or agreement containing the applicable prohibition or default would be rendered ineffective under the Uniform Commercial Code of any applicable jurisdiction or other applicable law (including any Debtor Relief Law) or principles of equity, (B) limit, impair or otherwise affect Agent’s unconditional continuing security interest in and Liens upon any rights or interests of Grantor in or to the Proceeds of any such lease, license, contract or agreement, including monies due or to become due under any such lease, license, contract or agreement (including any Accounts), (C) apply at such time as the condition causing the applicable prohibition or default shall be remedied or waived or the applicable counterparty consent is obtained to the granting of a security interest and, to the extent severable, as to any portion of such lease, license, contract or agreement that does not result in any of the consequences described in clause (1) of this sentence or (D) apply to any Government Contract merely because it is subject to, or otherwise refers to, the Federal Assignment of Claims Act.

**3. Protection of Intellectual Property by Grantor.** Grantor and its Subsidiaries shall, at their sole cost, expense and risk, undertake the following with respect to the Intellectual Property in which Grantor has an interest:

- (a) To the extent the failure to do so could reasonably be expected to result in a Material Adverse Change, pay all renewal fees and other fees and costs associated with maintaining such Intellectual Property or with the prosecution of such Intellectual Property consisting of Patents or applications for Patents, and otherwise take all steps to maintain each registration for such Intellectual Property.
- (b) Take all actions to prevent such Intellectual Property (or any portion thereof) from becoming forfeited, abandoned, dedicated to the public, invalidated or impaired in any way, if such forfeiture, abandonment, dedication, invalidation or impairment could reasonably be expected to result in a Material Adverse Change.
- (c) Pursue the prompt, diligent processing of each application for registration of any Intellectual Property material to the Business and not abandon or delay any such efforts.
- (d) take any and all action that Agent deems in its Permitted Discretion to be appropriate to protect Intellectual Property that is material to the Business from infringement, misappropriation or dilution, including, without limitation, the prosecution and defense of infringement actions.

**4. Representations and Warranties.** Grantor represents and warrants and, as applicable, covenants that:

- (a) Schedule I is a true, correct and complete list of all registered Intellectual Property in which Grantor has an interest as of the date hereof, and all Intellectual Property for which Grantor has filed an application as of the date hereof.

- (b) No Intellectual Property in which Grantor has an interest has been licensed outside of the Ordinary Course.
- (c) The Intellectual Property identified on Schedule I is valid and enforceable. No claim has been made and is pending that the use of any Intellectual Property in which Grantor has an interest does or may violate the rights of any third Person, and no claim has been asserted and is pending by any Person challenging or questioning the use by Grantor of any such Intellectual Property or the validity or effectiveness of any such Intellectual Property, in either case, to the extent such claim could reasonably be expected to result in a Material Adverse Change. Grantor does not know of any valid basis for any such claim.
- (d) Grantor owns, or is licensed to use, all Intellectual Property necessary for the conduct of the Business, and Grantor is the sole and exclusive owner of the entire right, title and interest in, to and under such owned Intellectual Property, free and clear of any liens, charges and encumbrances, other than any Permitted Liens.
- (e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of, or Grantor's rights in, any Intellectual Property in which Grantor has or purports to have an interest, except as could not reasonably be expected to result in a Material Adverse Change.
- (f) Grantor shall give Agent written notice (with reasonable detail) on a quarterly basis in the event that Grantor:
  - i. obtains rights to any new registered Intellectual Property, files any application for registration of any new Intellectual Property, or otherwise acquires ownership of any new registered Intellectual Property; or
  - ii. enters into any new Licenses material to the Business (other than non-customized mass market licenses of rights in Intellectual Property and licenses to third party customers entered into in the Ordinary Course, unless, in each case, material to the Business).
- (g) Grantor shall give Agent written notice (with reasonable detail) promptly upon Grantor becoming aware of or having reason to know that any application or registration relating to any of its Intellectual Property which is material to the Business may reasonably be expected to be forfeited, abandoned or dedicated to the public, or of any adverse determination or development in a pending litigation matter (including, without limitation, the institution of, or any determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any other court or tribunal) regarding Grantor's ownership of, or the validity of, any such Intellectual Property or Grantor's right to register the same or to own and maintain the same.
- (h) If Grantor amends its name, Grantor shall provide copies of such amendment documentation to Agent and shall re-register or update the title records of

Grantor's registered Intellectual Property with the appropriate Governmental Authority and shall execute and deliver such agreements or documentation as Agent shall reasonably request, in each case, to maintain a perfected first priority security interest in such Intellectual Property.

**5. No Violation of Loan Agreement.** The representations, warranties and covenants contained herein are supplemental to those representations, warranties and covenants contained in the Loan Agreement and other Loan Documents, and shall not be deemed to modify any such representation, warranty or covenant contained in the Loan Agreement or other Loan Documents.

**6. Agreement Applies to Future Intellectual Property.**

- (a) The provisions of this Agreement shall automatically apply to any additional property or rights described in Section 2 and/or Section 4 above, all of which shall be deemed to be and treated as "IP Collateral" and "Intellectual Property" within the meaning of this Agreement.
- (b) Upon the request of Agent, Grantor shall execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as Agent may request in its Permitted Discretion to evidence Agent's security interest in any IP Collateral and the goodwill of Grantor relating thereto or represented thereby (including, without limitation, filings with the United States Patent and Trademark Office, United States Copyright Office or any similar office), and Grantor hereby constitutes Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; *provided, however*, Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

**7. Grantor's Rights To Enforce Intellectual Property.** Prior to the occurrence continuance of an Event of Default, Grantor shall have the exclusive right to sue for past, present and future infringement of the Intellectual Property in which Grantor has an interest including the right to seek injunctions and/or money damages, *provided, however*:

- (a) Any money damages or other property awarded or received by Grantor on account of such suit (or the threat of such suit) shall constitute IP Collateral;
- (b) Any damages recovered in any such action, net of costs and attorneys' fees reasonably incurred, shall be applied as provided in the Loan Agreement; and
- (c) Following the occurrence and during the continuance of any Event of Default, Agent, by notice to Borrower Representative, may terminate or limit Grantor's exclusive rights under this Section 7.

**8. Agent's Actions To Protect Intellectual Property.** Upon the occurrence and continuance of any Event of Default, Agent, acting in its own name or in that of Grantor or otherwise, may (but shall not be required to) act in Grantor's place and stead and/or in Agent's



own right with respect to the rights and obligations of Grantor under Section 3, Section 4, Section 6 and Section 7 hereof.

**9. Rights Upon Default.** Upon the occurrence and during the continuance of any Event of Default, Agent may exercise all rights and remedies as provided for in the Loan Agreement, the other Loan Documents, the Uniform Commercial Code of any applicable jurisdiction or otherwise at law or in equity.

**10. Agent as Attorney In Fact.**

- (a) Grantor hereby irrevocably constitutes and designates Agent as and for Grantor's attorney in fact to, at any time following the occurrence and during the continuance of an Event of Default:
  - i. Supplement and amend from time to time Schedule I of this Agreement to include any new or additional Intellectual Property of Grantor.
  - ii. Exercise any of the rights and powers referenced herein.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of Agent.
- (c) Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 8 or Section 10, but if Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith or constituted willful misconduct.

**11. Agent's Rights.** Upon an Event of Default and during the continuance thereof, any use by Agent of the Intellectual Property in which Grantor has an interest, as authorized hereunder in connection with the exercise of Agent's rights and remedies under this Agreement and under the Loan Agreement and other Loan Documents shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

**12. No Limitation; Loan Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the security interest granted to Agent with respect to the IP Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Agent, for the benefit of itself and the Lenders, under the Loan Agreement and the other Loan Documents. The Loan Agreement and other Loan Documents (and all rights and remedies of Grantor, the other Credit Parties, Agent, and the Lenders thereunder) shall remain in full force and effect in accordance with their respective

terms. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the IP Collateral and the Loan Agreement with respect to all other Collateral.

**13. Termination; Release of Trademark Collateral.** This Agreement and all obligations of Grantor and Agent hereunder shall terminate on the date upon which the Obligations are Paid in Full and the Loan Agreement is terminated in accordance with the terms of the Loan Agreement. Upon termination of this Agreement, Agent shall, at the expense of Grantor, take such actions required by the Loan Agreement to release its security interest in the IP Collateral.

**14. Binding Effect; Benefits.** This Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, the Lenders and their respective successors and assigns.

**15. GOVERNING LAW.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed by its duly authorized representative as of the date first above written.

G M R AERIAL SURVEYS, INC.

By: *Daniel R. Gilbert*  
Name: *Daniel R. Gilbert*  
Title: *Chief Financial Officer, Treasurer*  
*& Secretary*

**Schedule I**

**Trademarks and Applications**

<b>Grantor</b>	<b>Type of IP Right</b>	<b>Country</b>	<b>Application/Registration Number and Date</b>
G M R Aerial Surveys, Inc.	Trademark	USA	Registration No. 3519225 – 10/21/08
G M R Aerial Surveys, Inc.	Trademark	USA	Registration No. 3429199 – 5/20/08
G M R Aerial Surveys, Inc.	Trademark	USA	Registration No. 3491013 – 8/26/08
G M R Aerial Surveys, Inc.	Trademark	USA	Registration No. 3491012 – 8/26/08
G M R Aerial Surveys, Inc.	Trademark	USA	Registration No. 3494504 – 9/2/08

**Copyrights and Applications**

None.

**Patents and Applications**

None.

**Trade Names**

None.

**Domain Names of G M R Aerial Surveys, Inc.**

<b>Domain Name</b>	<b>Domain Registrar</b>	<b>Account #</b>
<b>www.photoscience.com</b>		
<b>www.mjharden.com</b>		
<b>www.pacificaerialsurveys.com</b>		
<b>www.photoscience.am</b>		
<b>www.photoscience.biz</b>		
<b>www.photoscience.bz</b>		
<b>www.photoscience.cn.com</b>		
<b>www.photoscience.eu.com</b>		
<b>www.photoscience.me.uk</b>		
<b>www.photoscience.ms</b>		
<b>www.photoscience.name</b>		
<b>www.photoscience.org</b>		
<b>www.photoscience.org.uk</b>		

[www.photoscience.tw](http://www.photoscience.tw)  
[www.photoscience.uk.com](http://www.photoscience.uk.com)  
[www.photoscience.uk.net](http://www.photoscience.uk.net)  
[www.photoscience.us.com](http://www.photoscience.us.com)  
[www.photoscience.uy.com](http://www.photoscience.uy.com)  
[www.photoscience.ws](http://www.photoscience.ws)

**Social Media Registrations of G M R Aerial Surveys, Inc.**

Service	Name	URL
Facebook		<a href="https://www.facebook.com/PhotoScienceInc">https://www.facebook.com/PhotoScienceInc</a>
Twitter		<a href="https://twitter.com/PhotoScienceInc">https://twitter.com/PhotoScienceInc</a> , Twitter Handle: @PhotoScienceInc
Linkedin		<a href="http://www.linkedin.com/company/photo-science">http://www.linkedin.com/company/photo-science</a>
YouTube		<a href="http://www.youtube.com/user/PhotoScience1">http://www.youtube.com/user/PhotoScience1</a>
Google+		<a href="https://plus.google.com/117140368939655548988/">https://plus.google.com/117140368939655548988/</a>
		<a href="https://plus.google.com/104442330376620843903/">https://plus.google.com/104442330376620843903/</a>
		<a href="https://plus.google.com/110529238562923525850/">https://plus.google.com/110529238562923525850/</a>
		<a href="https://plus.google.com/101764428230795590300/">https://plus.google.com/101764428230795590300/</a>
		<a href="https://plus.google.com/116181468149797354074/">https://plus.google.com/116181468149797354074/</a>